

# EXHIBIT A

EFILED IN OFFICE  
CLERK OF SUPERIOR COURT  
CLAYTON COUNTY, GEORGIA  
**2023CV01832-14**  
Jewel Scott  
JUN 06, 2023 01:07 PM

  
Chanae Clemons, Clerk  
Clayton County, Georgia

IN THE SUPERIOR COURT OF CLAYTON COUNTY  
STATE OF GEORGIA

SCARLET MOORE individually and as  
administrator of estate over DONNA  
HOWARD,

Plaintiffs,  
vs.

JAMES DONALD BURRIS, PENSKE  
TRUCK LEASING CO., L.P., OLD  
REPUBLIC INSURANCE CO, JOHN DOE  
& XYZ CORPORATION,

Defendants.

CIVIL ACTION

FILE NO.:

**JURY TRIAL DEMANDED**

**COMPLAINT FOR DAMAGES**

COMES NOW SCARLET MOORE individually and as administrator of estate over  
DONNA HOWARD, Plaintiffs in the above styled action and files this Complaint for Damages  
and shows the Court as follows:

1.

Defendant JAMES DONALD BURRIS (hereinafter, "Burris") hereinafter is a resident of  
Alachua County, Florida and is subject to the venue and jurisdiction of this Court. Defendant  
Burris may be served with process at 7516 NE 108th AVE Gainesville, FL 32609. Venue is proper.

2.

Defendant PENSKE TRUCK LEASING CO., L.P. (hereinafter, "PENSKE TRUCK  
LEASING CO., L.P.") is a foreign insurance company existing under the laws of Pennsylvania  
and is subject to the jurisdiction and venue of this Court as a joint tortfeasor. Defendant  
PENSKE TRUCK LEASING CO., L.P. may be served through its registered agent, Corporation  
Service Company, at 2 Sun Court, Sutie 400, Peachtree Corners, Ga 30092. Venue is proper.

3.

Defendant OLD REPUBLIC INSURANCE CO. (hereinafter, "Old Republic Insurance Co.") is a foreign insurance company existing under the laws of Pennsylvania and is subject to the jurisdiction and venue of the Court as a joint tortfeasor. Defendant OLD REPUBLIC INSURANCE CO. operates and is registered to conduct business in the State of Georgia and may be served through its registered agent, The Prentice-Hall Corporation System, at 2 Sun Court, Suite 400 Peachtree Corners, Ga 30092. Venue is proper.

4.

Defendant JOHN DOE is an unidentified individual who, at all times relevant to this action, was acting within the course and scope of employment for Defendant PENSKE TRUCK LEASING CO., L.P. and/or XYZ Corporation where Plaintiff sustained the injuries which form the basis of this action and whose acts and/or omissions contributed to Plaintiff's damages and is subject to the jurisdiction and venue of this Court.

5.

Defendant XYZ Corporation (hereinafter, "XYZ") occupied the position of the unknown company of the premises where the subject incident occurred, and at all times relevant to this action, was acting within the scope of employment for Defendants PENSKE TRUCK LEASING CO., L.P. and whose acts and/or omissions are believed to have contributed to Plaintiff's claims for damages and is subject to the jurisdiction and venue of this Court.

**BACKGROUND**

6.

On or about November 12, 2021, Plaintiff Scarlet Moore was operating a motor vehicle traveling on I 285 East at or near its intersection with SR 139 in Clayton County, Georgia, with Plaintiff Donna Howard as passenger.

7.

On or about November 12, 2021, Defendant Burris was operating a commercial motor vehicle traveling on I 285 East at or near its intersection with SR 139 in Clayton County, Georgia, approximately parallel with the Plaintiffs' vehicle.

8.

At this time, Plaintiffs legally and lawfully continued straight due to traffic conditions.

9.

At this point, Defendant Burris negligently and unlawfully failed to maintain his lane causing his vehicle to collide with Plaintiffs' vehicle.

10.

As a direct and proximate result of the individual and joint negligence of the Defendants, Plaintiff Scarlet Moore has suffered bodily injuries, property loss, and damages for which she has incurred expenses in the amount of \$53,082.94, which is itemized below:

Provider:	Dates of Service:	Amount:
1. Drayer Physical Therapy Institute	4/15/2022 - 5/26/2022	\$ 3,939.25
2. Elite Radiology of Georgia	1/19/2022 - 1/19/2022	\$ 5,850.00
3. Georgia Spine & Orthopaedics	12/10/2021 - 2/2/2023	\$ 4,737.13
4. Clayton County Fire & Emergency Services	11/12/2021 - 11/12/2021	\$ 1,830.00

5. Grady Health System

11/12/2021 - 11/12/2021 \$ 36,726.56

11.

As a direct and proximate result of the individual and joint negligence of the Defendants, Plaintiff Donna Howard has suffered bodily injuries, property loss, and damages for which she has incurred expenses in the amount of \$31,365.56, which is itemized below:

Provider:	Dates of Service:	Amount:
1. Clayton EMS	11/12/2021	\$1,340.00
2. Grady Health System	1/12/2021	\$30,025.56

**COUNT I**  
**NEGLIGENCE OF DEFENDANT JAMES BURRIS**

12.

Plaintiff realleges and incorporates the allegations contained in paragraphs 1 through 11 above as if fully stated herein.

13.

Defendant Burris owed Plaintiffs the duty of a reasonably prudent driver, observant of changing roadway conditions, and to obey all traffic laws of the State of Georgia.

14.

Defendant Burris breached this duty by failing to remain observant while operating a tractor trailer and by negligently failing to maintain his lane and unlawfully causing his vehicle to collide with Plaintiff's vehicle in violation of O.C.G.A § 40-6-48.

15.

Furthermore, Defendant Burris was negligent in the following ways:

- (a) Driving at a greater speed than reasonable and prudent in violation of O.C.G.A § 40-6-180;
- (b) Failing to exercise due care in violation of O.C.G.A. § 40-6-241;
- (c) Failing to maintain a proper lookout;
- (d) Driving with reckless disregard for the safety and property of others in violation of O.C.G.A. § 40-6-390; and
- (e) By committing any acts or omissions which may be shown at trial.

**COUNT II**  
**IMPUTED LIABILITY**

16.

Plaintiff realleged and incorporates the allegations contained in paragraphs 1 through 15 above as if fully stated herein.

17.

At the time of the subject collision, Defendant Burris was under dispatch for Defendant PENSKE TRUCK LEASING CO., L.P. and/or XYZ Corporation.

18.

At the time of the subject collision, Defendant Burris was operating his commercial truck on behalf of Defendant PENSKE TRUCK LEASING CO., L.P. and/or XYZ Corporation.

19.

Defendant PENSKE TRUCK LEASING CO., L.P. and/or XYZ Corporation, is an intrastate or interstate motor carrier, and pursuant to federal and state laws, is responsible for the actions of Defendant Burris in regard to the collision described in this complaint under the doctrine of lease liability, agency, apparent agency, respondent superior or any combination thereof.

COUNT III

NEGLIGENCE HIRING, TRAINING & SUPERVISION BY DEFENDANTS PENSKE  
TRUCK LEASING CO., L.P. AND/OR XYZ CORPORATION.

20.

Plaintiffs' reallege and incorporates the allegations contained in paragraphs 1 through 19 above as if fully stated herein.

21.

Defendant PENSKE TRUCK LEASING CO., L.P. and/or XYZ Corporation was negligent in hiring Defendant Burris and entrusting him to drive a commercial truck.

22.

Defendant PENSKE TRUCK LEASING CO., L.P. and/or XYZ Corporation was negligent in failing to properly train Defendant Burris.

23.

Defendant PENSKE TRUCK LEASING CO., L.P. and/or XYZ Corporation was negligent in failing to properly supervise Defendant Burris.

24.

Defendant PENSKE TRUCK LEASING CO., L.P. and/or XYZ Corporation was negligent in hiring Defendant Burris and entrusting him with driving a commercial vehicle and failing to train and supervise him properly.

25.

The negligence of Defendant PENSKE TRUCK LEASING CO., L.P. and/or XYZ Corporation was the proximate cause of the collision and Plaintiffs resulting injuries and damages for which Plaintiffs have incurred expenses in an amount to be shown at trial.

**COUNT IV**  
**DIRECT ACTION AGAINST DEFENDANT OLD REPUBLIC INSURANCE CO.**

26.

Plaintiffs' realleges and incorporates the allegations contained in paragraphs 1 through 25 above as if fully stated herein.

27.

Defendant Old Republic Insurance Co. is subject to a direct action as the insurer Defendant Burris for pursuant to O.C.G.A. § 40-2-140 or its predecessor O.C.G.A. § 46-7-12.1.

28.

Defendant Old Republic Insurance Co. was the insurer of Defendant Burris and/or PENSKE TRUCK LEASING CO., L.P. at the time of the subject collision and issued a liability policy to comply with the filing requirements under Georgia law for intrastate and/or interstate transportation.

29.

Defendant Old Republic Insurance Co. is subject to the filing requirements outlined in O.C.G.A. § 40-2-140 or its predecessor O.C.G.A. § 46-7-12.1.

30.

Defendant Old Republic Insurance Co. is responsible for any judgment rendered against Defendants Burris and/or up to its policy limits of coverage.

WHEREFORE, Plaintiff pray as follows:

- a) That process be issued, and Defendants be served with process as provided by law;
- b) That Plaintiffs have a trial by jury on all issues so triable;

- c) That Plaintiffs have a verdict and judgment against the Defendants to compensate Plaintiffs for all special, general, compensatory and consequential damages in an amount proven at trial to be adequate and just;
- d) That all costs be cast against Defendants; and
- e) That this Court grant such other and further relief as it deems appropriate.

Respectfully submitted this 6<sup>th</sup> day of June, 2023.

*/s/ Christopher N. Reilly*

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